

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

ROOT, INC., et al.,

Plaintiffs,

vs.

BRINSON CALEB SILVER, et al.,

Defendants.

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Case No. 2:23-cv-512
Judge Sarah D. Morrison
Magistrate Judge Elizabeth A.
Preston Deavers

**MOTION OF RECEIVER, JERRY E. PEER, JR., TO EMPLOY PRISTINE
PROPERTY MANAGEMENT, LLC AS PROPERTY MANAGER**

Now comes the Court appointed receiver herein, Jerry E. Peer, Jr., (“Receiver”) and hereby moves the Court for an Order approving the engagement of Pristine Property Management, LLC as its property manager during the duration of the receivership case, on such terms and conditions as outlined in the *Property Management Agreement*, a copy of which is attached hereto as Exhibit “A” and made a part hereof.

A Memorandum in Support of this Motion is attached hereto.

Respectfully submitted,

PETERSON CONNERS LLP

/s/ Jerry E. Peer, Jr.
Gregory S. Peterson (0061915)
Jerry E. Peer, Jr. (0075128)
Istvan Gajary (0089084)
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Dublin, Ohio 43017
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Counsel for Receiver, Jerry E. Peer, Jr.

MEMORANDUM IN SUPPORT

In accordance with the requirements of this Court’s *Order*, filed May 12, 2023 [Doc. # 99], *Order Appointing Receiver*, filed May 17, 2023 [Doc. # 101], and *Order Amending Order Appointing Receiver*, filed June 7, 2023 [Doc. # 120] (hereinafter collectively “Receiver Order”), Jerry E. Peer, Jr. (“Receiver”), was appointed as Receiver of all monetary and real property assets of Mr. Brinson Caleb Silver, Collateral Damage, LLC and Eclipse Home Design, LLC (hereinafter collectively “Defendants”). Further, and pursuant to the Receiver’s Order, Receiver has further been engaged for the purpose of managing and protecting the Property. Due to the real estate identified in the Receiver Order being located in Florida and California, Receiver has determined that it is in the best interests of the Defendants’ receivership estate, and its respective creditors, to engage property managers for the management of the Property in each respective location.

Given the nature of the Property involved, Receiver determined that Pristine Property Management, LLC (“Pristine”) is the best qualified to manage the Bayshore property located in Miami, Florida. More specifically, Pristine is a full-service real estate firm and experienced in the management of commercial and residential properties particularly those that are in and around Miami, Florida and of the type consistent with the Bayshore property. As a result of Pristine’s experience, its staff, specifically but not limited to Ivan Ramirez, is qualified and knowledgeable in managing and protecting real estate similarly situated with the Bayshore property involved in this case. Accordingly, Receiver has determined that employing Pristine and Mr. Ramirez presents the best opportunity to maximize the highest and best value of the Property on behalf of Defendants’ receivership estate and is hereby seeking the Court’s approval to employ and retain Pristine as its property manager and to enter into the Management

Agreement for the Property.

Pursuant to the proposed *Property Management Agreement* (“Management Agreement”), attached hereto as “Exhibit A,” Pristine shall be paid, as property manager, a property management fee of \$250.00 per month plus other fees and expenses outlined in the Management Agreement. Fees shall be paid to Pristine on a monthly basis and will be accounted for within the Receiver’s reports to the Court and parties.

Pristine’s State of Florida brokerage license is in good standing, a conflict check has been conducted, ensuring no conflicts presently exist with its representation of Receiver in this matter, and Pristine has all insurance coverage as required by the State of Florida. Pristine has represented to Receiver that it will avoid any conflict of interest in connection with the management, marketing and sale of the Property; that gross proceeds of any sale or other transaction, which come into its hands will be turned over to Receiver or placed in its separate trust account, for the benefit of Receiver, and that it will not, under any circumstances, directly or indirectly purchase, acquire, or accept any interest in any property related to the receivership estate.

WHEREFORE, based upon the foregoing, Receiver requests that the Court enter an Order approving the engagement of Pristine as its property manager during the duration of the receivership case, on such terms and conditions as outlined in the Management Agreement.

Respectfully submitted,

PETERSON CONNERS LLP

/s/ Jerry E. Peer, Jr.

Gregory S. Peterson (0061915)

Jerry E. Peer, Jr. (0075128)

Istvan Gajary (0089084)

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igajary@petersonconners.com

Counsel for Receiver, Jerry E. Peer, Jr.

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was filed electronically on this 25th day of July, 2023 with the Clerk of Court using the CM/ECF system. Service will be made through the Court's CM/ECF system on all parties and attorneys so registered, and all parties may access this filing through the Court's system.

A copy was also sent by regular U.S.P.S. mail and by electronic mail to the following:

Collateral Damage, LLC
101 N. Brand Blvd.
11th Floor
Glendale, CA 91203

Eclipse Home Design, LLC
651 N. Broad Street
Suite 201
Middletown, De 19709

Paige McDaniel
5576 Alexanders Lake Road
Stockbridge, GA 30281

/s/ Jerry E. Peer, Jr.
Jerry E. Peer, Jr. (0075128)



MANAGEMENT AGREEMENT

This ("**Agreement**") is made and entered into on _____, **20**____ by and between, _____ ("**Owner**") and Pristine Property Management LLC ("**PPM**"). Whereas Owner desires to hire PPM to manage the following Property.

Now therefore, in consideration of the mutual covenants set forth below, the Owner and PPM agree as follows:

1. Duties and Authority of PPM.

PPM shall have the following duties and responsibilities, if checked:

☐ **On-site Inspections.** PPM shall conduct bi-weekly inspections of the property to verify property's condition and to confirm there are no squatters or trespassers on the premises.

☐ **Maintenance & Repairs.** PPM shall assist in obtaining quotes and coordinating repairs as authorized by Owner.

☐ **Expenses.** From cleared funds provided by the Owner, pay operating expenses and other such expenses as may be authorized by the Owner.

☐ **Utilities.** If authorized by Owner, PPM may establish electric, water or any other applicable utility services on the premises. Utility bills receipts will be provided to Owner in monthly statement for reimbursement.

☐ **Bookkeeping.** PPM shall keep accurate reports of income received, expenses paid and provide monthly and annual financial statements to Owner.

PPM agrees to use all due diligence in the management of the Property for the period and upon the terms herein provided. PPM agrees to maintain accurate records of receipts and expenses in connection with its services under this agreement. PPM will provide to Owner monthly and annual Income & Expense Statements detailing each property it represents. *Each month is closed the last day of the month and financial reports are sent and funds transferred between the 7th and 12th of the following month.*

PPM shall not be required to advance, for the Owner or on its behalf, funds of PPM for any purpose under any provision of this Agreement. PPM shall not be required to incur any debts in its own name for any purpose under any provision of this Agreement and this Agreement shall not be construed as an assumption by PPM of any debt by the Owner.

EXHIBIT A



PPM, its owners, employees and contractors, agree to uphold the highest level of confidentiality as it relates to the Owner, related properties, employees, and contractors.

2. Compensation & Terms.

Owner accepts the following terms.

- A. **Management Fee.** The Owner agrees to pay PPM a Management Fee of **\$250** per month. Owner may pay management fee in the Owner Portal or via transfer or check (instructions to be provided by PPM).
- B. **Owner Authorization.** Owner hereby represents and warrants to PPM that they are the sole Owners of fee simple title to property or are otherwise fully authorized to enter into this agreement as a binding enforceable agreement. Owner has full right, power, and authority to engage and appoint PPM for the purposes and consideration herein set forth. Owner represents the property is not currently subject to any other contractual obligation which would conflict with, preclude, or prohibit PPM from discharging its duties described herein.
- C. **Furnishing of Documents.** The Owner shall promptly furnish PPM all records required for the proper performance of this Agreement, including but not limited to, any current lease agreement(s), existing service contract(s) and utility account information.
- D. **Payment/Reimbursement.** Owner agrees to pay PPM invoices within 7 calendar days of receiving invoices. PPM cannot pay Owner's expenses without cleared funds.
- E. **Indemnity.** Except with the respect to willful misconduct or gross negligence of PPM, the Owner shall indemnify and hold PPM, its agents, independent contractors and employees, harmless from losses, damages, all liability for injuries to person or property, costs, suits, and expenses of any nature, including attorney's fees.

3. Property Maintenance

PPM has an in-house maintenance team, covered by liability insurance and workman's compensation. When an in-house technician performs a repair, a flat fee of \$65 per hour is charged for the repair time, travel time to property and time to purchase the necessary materials. This rate only applies to PPM's technicians and not to third-party vendors such as electricians, roofers, plumbers, pest control experts, etc. who set their own rates.

Owner has option to use their own handymen/technicians, although PPM strongly suggests that only licensed and insured vendors are used to reduce risk of liability.

Cleaning, lawn care and pool service are additional services provided by PPM's network of vendors. At Owner's request, PPM can provide Owner with quote to have these services done on a regular schedule or as needed.



4. Renovations.

If Owner wishes do a major renovation requiring plans and/or permits, PPM can assist in obtaining quotes from the required contractors and creating a budget. A renovation management fee will be included in the budget based on the necessary improvements.

5. Optional Service Fees.

The following provides an outline of costs for additional services which are outside of PPM's normal property management duties. **Except in the case of an emergency, none of the below Services will be performed without Owner authorization.**

- A. **Administrative Fees.** This applies to Owner requests not covered by the Management Fee. These requests include but are not limited to, having PPM staff meet with city officials, pull permits, attend hearings, being present at governmental or insurance inspections, filing police reports, being present at property to receive a delivery, etc. PPM will charge a fee of \$50 per hour, including travel time for these services.
- B. **Insurance Claims and Litigation.** If an insurance claim or lawsuit is presented in the name of the Owner and/or PPM (related to the Owner's Property), Owner agrees to pay a fee of \$50 per hour for preparation related documents, lawyer communication (phone, email, in-person), appearing for depositions, mediation and/or court, etc..
- C. **Sales or Leasing.** Pristine Property Management is a licensed real estate office helping clients buy, sell and lease real property. At owner's request, PPM will provide a market analysis and can list the property for sale. Existing management clients are offered a reduced sales commission rate ranging from 4-5% of sale price.

6. Term of Agreement.

The term of this agreement shall commence on the date hereof and continue on a month-to-month basis. Management can be terminated at any time by 30 days' written notice of termination by either party.

7. Interpretative Provisions.

This Agreement is governed by the laws of the state of Florida and constitutes the entire Agreement between the Owner and PPM with respect to the Property, and no change will be valid unless made by a supplemental written Agreement, executed, and approved by all parties.

8. Owner Consent.

Owner hereby certifies and appoints Alekxey Sabido, Ralph Edward Miller and Ivan Ramirez of Pristine Property Management LLC as Managing Agents with full power and authority to execute all permits, service contracts, and any other necessary documents as it relates to the subject Property as well as do all and every legal act and thing necessary for the specific purpose of operating, preserving and enforcing the rules of the property.



9. Contact Information

Pristine Property Management LLC
305-400-4842 Ext. 4
manager@pristinepm.com
9480 NE 2 Ave #128
Miami Shores, FL 33138

Owner: _____
Contact Person: _____
Phone #: _____
Email: _____
Mailing Address: _____

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures on this date.

_____ Owner	_____ Date	_____ Owner	_____ Date
_____ Owner	_____ Date	_____ Owner	_____ Date
_____ Pristine Property Management LLC	_____ Date		